

UPPER MERION FARMERS MARKET (UMFM)
2024 REGULAR SEASON RULES & REGULATIONS

Upper Merion Township is a sponsor and operator of “*Upper Merion Farmers Market*” (UMFM) located at Nor-View Farm Park; [670 N. Henderson Rd, King of Prussia, PA 19406](https://www.google.com/maps/place/670+N.+Henderson+Rd,+King+of+Prussia,+PA+19406). All communication will be sent via farmersmarket@umtownship.org

The goals of the UMFM are to: (1) support our local economy by providing opportunities to local producers to sell their produce and products directly to residents of Upper Merion and surrounding communities; (2) provide fresh fruits, vegetables, meats, cheeses and other farmers’ market products to local residents; (3) enrich the quality of life in Upper Merion through supporting an environment for community gatherings, education and interaction between residents and farmers; and; (4) support sustainable agriculture in Pennsylvania and expand its public health and environmental benefits.

The following are the UMFM Rules & Regulations for the 2024 regular market season. All producers accepted for the 2024 regular season market shall abide by the UMFM Rules & Regulations.

LIST OF PERMITTED MARKET ITEMS:

- Vegetables grown from seeds, sets, or seedlings by the producer
- Fruits, nuts, or berries grown on land owned or leased by the producer
- Plants grown by the producer from seed, seedling, transplant or cutting
- Bulbs propagated by the producer
- Eggs produced from the producer’s poultry
- Dairy products from animals raised by the producer
- Meats and poultry from animals raised by the producer
- Products from animals raised by the producer
- Honey produced from the producer’s bees
- Cut or dried flowers grown by the producer
- Preserves, pickles, relishes, jams and jellies made by the producer
- Baked goods baked by the producer
- Other products approved at the sole discretion of the market

All produce and products must be grown, produced or made by the producer with a radius of 100 miles from the UMFM. Producer-grown shall mean all planting, pruning, fertilizing, and harvesting is undertaken by the producer, members of the producer’s household or persons directly employed and paid by the producer. **Producers may not sell products purchased from wholesale or retail sources.** Violation of this rule will result in the producer being prohibited from selling at the UMFM.

TERMS & CONDITIONS OF SALE:

All items offered for sale at the market must be first quality, unless expressly posted as “seconds”. All items shall meet the applicable federal, state, and local rules and regulations.

It shall be the responsibility of the producer to obtain any and all applicable approvals and/or licenses prior to selling of his/her product(s). By way of example only: A producer selling meat or other animal products regulated by the USDA shall have USDA certification; any producer selling baked goods and items such as preserves, jams, jellies and the like shall maintain a commercial kitchen license or such other license as required by law. Producers must display all applicable regulatory approvals while selling

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at the UMFM. Producers also must inform UMFM of any change in approval or licensing status immediately upon receiving notice of a change. Producer agrees that the violation by the producer of such applicable laws may be deemed by UMFM to be a material breach of this agreement. More information on Montgomery County Health Here - <https://www.montcopa.org/532/Farmers-Market-Vendor>

All items for sale shall be clearly posted. No item shall be sold unless the price of the item is clearly displayed. All required signs must be in place before sales begin.

Producers accepting Farmers Market Nutrition Program (FMNP) and/or Senior Farmer Market Nutrition Program (SFMNP) vouchers shall clearly display his/her authorization.

Prices shall be established only by individual producers. Collusion among producers to raise or lower prices or to exert pressure or persuasion to cause any producer to increase or decrease selling prices is strictly prohibited.

Only products certified by Pennsylvania Certified Organic certification program may be labeled “ORGANIC”.

Items may be sold by the pound, bunch, piece, or measured container. Scales utilized at UMFM must be inspected and sealed annually by the Montgomery County Department of Weights and Measures. Containers of food sold by weight must identify the net weight of the contents.

MARKET OPERATION:

The 2024 regular market season shall occur Saturdays, 10:00AM to 2:00PM starting Saturday, May 18, 2024 ending on Saturday, November 23, 2024. For the month of October, market dates will be switching to Friday night markets from 6:00pm-9:00pm.

Vendors may set up up to an hour before the start of the market time (Saturday vendors may start setting up at 9am, Friday vendors may start setting up at 5:00pm). All vendors MUST be set up 15 minutes prior to the start of the market unless they have made contact with our on-site managers to arrange an agreement due to extenuating circumstances. No vehicles shall be permitted to enter the market vendor unload lane 15 minutes before the start of each market.

No selling may take place prior to the start of the market on the designated time. UMFM shall assign spaces to producers. **Producers must sell for the entire market day (10am-2pm for Saturdays, 6pm-9pm on Fridays).** Producers must vacate the UMFM no later than 3:00 PM on Saturdays, 10:00pm on Fridays, and all clean-up must be completed.

No refunds are given after the payment has been submitted, unless otherwise noted for emergencies due to the market being canceled for weather. Space is limited on a weekly basis as we have a limited amount of spots available. Vendors may not sell or give their space to another vendor; UMFM will fill spaces from the waitlist if possible. All cancellations must be received in writing (email or text if the cancellation is on market day due to emergencies only). Vendors that fail to show up without any communication will impact future acceptance.

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We do not offer credits for future events except for severe weather closures. **More than 3 absences without proper notification prior will result in additional fees and could result in termination of this contract.** (See pg. 5 under “Default Provisions”).

Each producer shall provide all equipment (scales, tables, chairs, containers etc.) required for selling his/her items. **All non-farm producers do NOT need to provide their own canopy/tent as they will be given a covered space under our large event tent.** All farms will need to provide their own tents as they will be stationed along the perimeter of our farm as designated by the UMFM team. If a producer was accepted as a food truck/food concession, those producers will be asked to supply their own canopy/tent if such is needed by said vendor or they will be given a space for their truck in our parking lot. All producers shall post the name and location of their farm or business at their assigned space. Producers’ displays shall not however limit the view or access of customers to other producers.

All products shall be displayed in an attractive manner. Each producer shall maintain a clean and healthful condition within their space and leave that area free of debris prior to leaving the UMFM each market day. Each producer shall remove their own garbage and shall not use trash cans located at the UMFM for disposal of large trash items.

Producers shall be pleasant and courteous to the public and other producers at all times. Producers shall not engage in solicitation, collection drives, political, or religious activities, gambling or smoke/chew tobacco, drink alcohol or possess or use any controlled substance.

UMFM reserves the right to visit any producer or farm with advance notice and to inspect the production of crops or products sold at the UMFM.

MARKET FEES:

○ **Fee Breakdown (May-September, November)**

- **Full Season Vendor (24 weeks) 10’ x 10’ Space -**
 - Booth Fee: \$288.00
 - Electric Fee: \$144.00
- **Partial Season Vendor (12 weeks) 10’ x 10’ Space**
 - Booth Fee: \$180.00
 - Electric Fee: \$90.00
- **Weekly Vendor 10’x10’ Space**
 - Booth Fee: \$20.00
 - Electric Fee: \$5.00
- **Produce - Full Season Vendor (24 weeks) 10’ x 10’ Space**
 - Booth Fee: \$144.00
 - Electric Fee: \$72.00
- **Produce - Partial Season Vendor (12 weeks) 10’ x 10’ Space**
 - Booth Fee: \$90.00
 - Electric Fee: \$45.00
- **Produce - Weekly Vendor 10’x10’ Space**
 - Booth Fee: \$10.00
 - Electric Fee: \$5.00

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- **Fee Breakdown (October Night Markets)**
 - Full Season, Regular Vendor
 - Booth Fee: \$12
 - Electric Fee: \$0.00
 - All Other Vendors
 - Booth Fee: \$20.00
 - Electric Fee: \$0.00

The market fee includes one, 10' by 10' space for all vendors. Food trucks and beer garden hosts will have their fees WAIVED for our regular season.

Regular season vendors will request the dates of the markets in which they would like to attend in the application. Dates are subject to approval by the UMFH Team. **Sign up for our payment portal [here](#); all fees will be posted on this account and all payments will be processed through here unless otherwise noted by the UMFH team.**

Full and Partial Season Vendors: Fees must be paid in full via CommunityPass or check. Fee must be paid/received by no later than May 4, 2024– split/deposit payment is no longer permitted. Please make checks payable to: Upper Merion Township.

Weekly Vendors: Please note there is a **7 day window for the fees to be paid before your scheduled date**; this is to ensure we can fill our tents and avoid empty spaces. We will confirm attendance 14 days prior and if we cannot make contact with the vendor, we will have no choice but to give that spot to another vendor on our waitlist.

No refunds are given after the payment has been submitted, unless otherwise noted for emergencies due to the market being canceled for weather. Please note this is due to there only being a handful of spots available each week, so space is limited. Vendors may not sell or give their space to another vendor; we will fill spaces from the waitlist if possible. All cancellations must be received in writing (email or text if the cancellation is on market day due to emergencies only), and "no shows" without any communication will impact future acceptance. We do not do credits for future events except for severe weather closures. **More than 3 absences without proper notification prior to the 7 day deadline will result in additional fees and could result in termination of this contract. (See pg. 6 under "Default Provisions").**

Checks are only accepted for full and partial seasons, as long as the check is submitted with your application prior to the initial season deadline. Cash is not accepted for vendor payments, unless otherwise discussed with the UMFH team. No refunds will be given after payment is submitted. **NO payment is required with application submission.**

PRODUCER PROMOTION & COMMUNICATION:

Producers will supply a brief, general description of their business and products (in the application process) & a photo of their products or business (via email after acceptance) as well as the business logo that they would like UMFH to use in our newsletter/social media. If a producer is on the schedule for the upcoming Saturday market, UMFH will email those producers a reminder that they are on the schedule

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two weeks before their scheduled date as well as an additional email one week prior to the market date to confirm attendance. This is to ensure that we fill our event tent to avoid “holes” at our market.

Attendance confirmations and any requested updates to the newsletter must be submitted/emailed and received by UMFM **no later than two weeks prior to each market the producer is scheduled to attend**. **Failure to do so will result in producer information being pulled from promotional platforms including but not limited; the UMFM newsletter and social media pages for that week**. Vendors may only be promoted in the newsletter/social media posts for the markets they are scheduled to attend. Social media posts are chosen at the discretion of the UMFM team.

INSURANCE AND INDEMNIFICATION:

All producers/vendors approved and accepted to sell items at the UMFM shall complete an acknowledgement and release form (embedded in the application).

All producers approved and accepted to sell food or ingestible items at the UMFM shall furnish to the UMFM, a Certificate of Insurance evidencing a general aggregate liability insurance policy of at least \$1,000,000 coverage for activities at UMFM, naming **Upper Merion Township & Upper Merion Township Foundation, located at 175 West Valley Forge Road, King of Prussia, PA 19406** as an Additional Insured.

Producer is solely responsible for injuries and/or damages resulting from the sale of unsafe or unsound goods.

Producer hereby agrees to indemnify, hold harmless, release, waive, and forever discharge the Upper Merion Township, its employees, agents and officers, the members of its Board of Supervisors and the members of the UMFM Advisory Board for all bodily and personal injuries (including but not limited to injuries from the sale of unsafe or unsound goods), and including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorneys' fees and court costs, which may occur as a result of producer's participation in the UMFM, whether or not based in tort, contract, or regulatory action.

Producer shall not institute any action or suit at law or in equity against Upper Merion Township, its employees, agents and officers, the members of its Board of Supervisors and/or the members of the UMFM Advisory Board as a result of this Agreement. Producer will not aid in the institution or prosecution of any claim for damages, costs, loss of services, expenses, or compensation for or on account of any damages, loss or injury to person or property as a result of this Agreement.

SECURING TENTS (Food Truck/Food Concession/Farm Vendors):

Upper Merion Farmers Market requires all producers who require the use of tents to secure said tents with weights or ropes to prevent accidents. Non-compliance leads to expulsion from the market. **We strongly encourage each vendor to speak with his or her insurance agent to find out if the current liability coverage is adequate to cover the liability of an accident involving a tent at the market.**

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Specifications:

Weights: must be at least 25lbs each and secured to each tent leg or where two legs meet. Dumbbells or other household items loosely tied to the leg are not acceptable. Simply laying a weight on the small “foot” of the tent also is not acceptable.

Ropes: vendors who choose to use ropes or straps to secure their tents must be confident in the ability of their system.

High winds: In the event of very high winds, UMFM reserves the right to not allow vendors to set-up tents or to take down tents after set-up. We also encourage vendors to use their own discretion to operate without tents if they judge conditions to be too windy.

DEFAULT PROVISIONS:

If the producer fails to comply with the UMFM Rules & Regulations, UMFM shall notify the producer, either in person at the UMFM and/or in writing, and the producer shall have a reasonable time to correct the non-compliance, except in the case of immediate risk to human health and/or safety, in which case the producer shall immediately correct the non-compliance. If, after such notice, the producer fails to correct the non-compliance as required under the circumstances, UMFM may, without limiting any other available remedies, terminate this agreement by written notice to the producer and retain, as liquidated damages and not as a penalty, any prepaid market and license fees. Producers who are dissatisfied with UMFM’s action shall appeal it to the UMFM Advisory Board within ten (10) days of receipt of notice. The decision of the UMFM Advisory Board shall be final. In the event the producer fails to pay any amounts due, the producer agrees to pay for all costs of collection, including but not limited to reasonable attorneys’ fees.

*****All vendors who have completed the ‘Upper Merion Farmers Market (UMFM) Regular Season Application’ have acknowledged, read and agreed to these Rules and Regulations*****